

Surety's Bond number:

Period of Coverage: This Bond shall continue to be effective until notification of final release by the District and the EP&GMD (collectively referred to as the "Permitting Agencies"). The Permitting Agencies shall provide this notification of final release within thirty (30) days of determining the mitigation is successful in accordance with subsection 4.3.6, Basis Of Review, incorporated by reference into Rule 40E-4.091, Florida Administrative Code, and Chapter 27 of the Broward County Code of Ordinances.

KNOW ALL PERSONS BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the Permitting Agencies in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally provided that; where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly, and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

NOW, THEREFORE, the conditions of the obligation are such that if the Principal shall successfully complete mitigation, maintenance and monitoring to the satisfaction of the Permitting Agencies which this Performance Bond ("Bond") guarantees, as required by District Permit Number _____ and EP&GMD License Number _____, and the plans approved by such permit, as such permit and plans may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended.

Or, if the Principal shall provide alternate financial assurance, as specified in the administrative rules of the District and approved by EP&GMD, and obtain the Permitting Agencies' written approval of such assurance, within ninety (90) days after the date notice of cancellation is received by both the Principal and the Permitting Agencies from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

Such obligation does not apply to any of the following:

- (a) Any obligation of (INSERT NAME) _____ under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;
- (b) Bodily injury to an employee of (INSERT NAME) _____ arising from, and in the course of, employment by (INSERT NAME) _____;

- (c) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft;
- (d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by *(INSERT NAME)* _____ that is not the direct result of a construction or implementation activity for the mitigation, maintenance and monitoring required pursuant to District Permit Number _____ or EP&GMD License Number _____; or,
- (e) Bodily injury or property damage for which *(INSERT NAME)* _____ is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

The Surety(ies) shall become liable on this Bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon written notification by the Director of the Natural Resource Management Department of the District or by the Director of the Development and Environmental Regulation Division of EP&GMD that the Principal has been found in violation of the requirements of Permit Number _____ and/or EP&GMD License Number _____ by failing to perform the mitigation, maintenance and monitoring activities for which this Bond guarantees performance, the Surety(ies) shall, within sixty (60) days of receiving such notice, either perform such construction and implementation in accordance with the permit and other permit requirements and pursuant to the written directions of the District, or EP&GMD, as applicable, or place the Bond amount guaranteed for the mitigation, maintenance and monitoring (the total penal sum of this Bond) into a standby trust fund as directed by the Permitting Agency.

Upon notice of cancellation of the Bond and notification by the Director of the Natural Resource Management Department of the District or the Director of the Development and Environmental Regulation Division of EP&GMD that the Principal has failed to provide alternate financial assurance and obtain written approval of such assurance from the Permitting Agencies during the ninety (90) days following receipt by both the Principal and the Permitting Agencies of a notice of cancellation of the Bond, the Surety(ies) shall place funds in the amount guaranteed for the mitigation; maintenance and monitoring (the total penal sum of this Bond) into a standby trust fund as directed by the Permitting Agencies.

The Surety(ies) hereby waive(s) notification of amendments to the mitigation plans, permits, applicable laws, statutes, rules, and regulations and agree(s) that no such amendment shall in any way alleviate its (their) obligation on this Bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum shown on the face of the Bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Principal may terminate this Bond by sending written notice to the Surety(ies); provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the Bond by the Permitting Agencies and Surety(ies) hereby agree to adjust the penal sum of the Bond every two years so that it guarantees increased or decreased mitigation, maintenance and monitoring cost provided that no decrease in the penal sum takes place without the written permission of the Permitting Agencies.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this Bond on behalf of the Principal and Surety(ies).

PRINCIPAL	CORPORATE SURETY (IES) For each co-surety provide the following:
<hr/> Signature <hr/> Typed Name <hr/> Title (Corporate Seal)	<hr/> Name <hr/> Address <hr/> State of Incorporation <hr/> Liability Limit \$ _____ <hr/> Signature <hr/> Typed Name <hr/> Title (Corporate Seal)